

JARVIS, KRIEGER & SULLIVAN
Adam M. Tamburelli, State Bar No. 301902
E-mail: adam@jarvislawyers.com
Eliot F. Krieger, State Bar No. 159647
E-Mail: eliot@jarvislawyers.com
Charles T. Spagnola, P.C., State Bar No, 144983
E-Mail: charles@jarvislawyers.com
444 West Ocean Boulevard, Suite 1700
Long Beach, CA 90802
Telephone: (562) 597-7070
Facsimile: (562) 597-7772

ZIMMERMAN LAW OFFICES, P.C.
Thomas A. Zimmerman, Jr. (*pro hac vice anticipated*)
E-mail: tom@attorneyzim.com
Matthew C. De Re (*pro hac vice anticipated*)
E-mail: matt@attorneyzim.com
77 West Washington Street, Suite 1220
Chicago, Illinois 60602
Telephone: (312) 440-0020
Facsimile: (312) 440-4180

Attorneys for Plaintiff Mario Aliano

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MARIO ALIANO individually and, on
behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL FOOTBALL LEAGUE, INC.,
a New York corporation; NFL
ENTERPRISES, LLC, a Delaware Limited
Liability Company; DIRECTV
HOLDINGS, LLC, a Delaware Limited

Case No.: 2:15-CV-5494

**PLAINTIFF MARIO ALIANO'S
NOTICE OF PENDENCY OF
OTHER ACTIONS OR
PROCEEDINGS**

[CENTRAL DIST. L.R. 83-1.4]

1 Liability Company; and DIRECTV, LLC,
2 a California Limited Liability Company,
3 Defendants.

4
5 Pursuant to Central District Local Rule 83-1.4, Defendant MARIO
6 ALIANO hereby gives notice to the Court that the Complaint filed by Plaintiff in
7 this action in this action involves “a material part of the subject matter” of the
8 following actions currently pending before the U.S. District Court for the Central
9 District of California: *Thomas Abrahamian, et al. v. National Football League,*
10 *Inc., et al.*; Case No. 2:15-cv-05261.
11
12

13
14 Dated: July 21, 2015

JARVIS KRIEGER & SULLIVAN, LLP

16 By: s/ Adam M. Tamburell
17 Adam M. Tamburelli (SBN 301902)

18 Attorney for Plaintiff MARIO ALIANO,
19 individually, and on behalf of all others
20 similarly situated.
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1 1. This Complaint challenges an agreement between DirecTV and the
2 NFL that protects and increases the profits earned by DirecTV and the NFL, on
3 behalf of its 32 member teams, from the live broadcast of Sunday afternoon out-
4 of-market NFL games. Out-of-market games means NFL games played on
5 Sunday afternoon and not otherwise broadcast on networks within the viewer's
6 television market. This definition also excludes games within the home territory
7 of an NFL team that is not aired on another network due to that team's failure to
8 sell all of the tickets to the game prior to the blackout deadline for that game.
9 NFL Sunday Ticket or Sunday Ticket is recognized as a distinct product from
10 NFL games broadcast on other networks and is trademarked by the Defendants.
11 All allegations herein are based on information and belief except for those
12 relating to Plaintiff and his own actions.
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15 2. Due to its exclusive agreement with the NFL, DirecTV is the sole
16 provider of the live game feeds for these games through DirecTV's NFL Sunday
17 Ticket service. This deal allows DirecTV to charge exorbitant prices for NFL
18 Sunday Ticket. Only DirecTV has every game available to consumers.
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23 3. NFL Sunday Ticket is an out-of-market sports package that carries all
24 NFL games produced by Fox and CBS. A consumer can choose to watch any
25 Sunday afternoon game rather than being restricted to the games being broadcast
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1 by local affiliates. Sunday Ticket appeals to fans with loyalties to teams located
2 outside of that fan's current market.
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4 4. Due to the exclusive agreement between DirecTV and the NFL, the
5 Defendants are able to control the availability of, and increase the prices for, the
6 live out-of-market NFL Sunday afternoon games. Each NFL member team owns
7 the initial rights to the broadcasts of its own games. However, the teams have
8 granted the NFL the exclusive right to market those games outside each team's
9 home territory. In place of the agreement between DirecTV and the NFL, teams
10 would have to compete with each other for market share for programming, which
11 would lead to more competitive pricing for fans.
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15 5. DirecTV's ability to offer NFL Sunday Ticket as an exclusive package
16 is essential for its business. The availability of NFL Sunday Ticket only through
17 DirecTV forces customers to keep DirecTV's service for the entire season and
18 beyond, even when there are no football games being played. Other television
19 providers do not have access to the NFL games and are therefore at a competitive
20 disadvantage. As a result, DirecTV can claim unreasonably high prices. Other
21 providers would be able to compete with DirecTV on price and service if they had
22 access to distribution of the NFL Sunday Ticket games.
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26 6. The NFL is the most popular sports league in the United States and
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1 football is the most popular sport. Because DirecTV and the NFL know that
2 Plaintiff and the Class have no other option for viewing out-of-market Sunday
3 games, DirecTV and the NFL have agreed to set exorbitant prices for the Sunday
4 Ticket package that are substantially higher than a reasonable market would allow.
5 Except for the exclusive agreement between DirecTV and the NFL, prices would
6 be much lower as would the overall price of DirecTV programming packages that
7 are required to be purchased together with Sunday Ticket.
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12 7. Of the four major professional sports leagues in the United States, the
13 only one with an exclusive out-of-market broadcasting agreement is the NFL and
14 DirecTV's Sunday Ticket. Major League Baseball ("MLB"), the National
15 Basketball Association ("NBA"), and the National Hockey League ("NHL") all
16 distribute live out-of-market games through multiple television providers. As a
17 result, DirecTV does not charge nearly as much for access to the other sports' out-
18 of-market programming packages, which provide more games over an expanded
19 time frame than the NFL package.
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23 8. DirecTV and the NFL recently discussed their joint objective of
24 maximizing the unreasonably high prices charged to Plaintiff and the Class.
25 Plaintiff and the Class, as fans, were targeted because they must purchase Sunday
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1 Ticket in order to have access to out-of-market games of their favorite teams.

2 9. Plaintiff seeks to enjoin under the federal antitrust laws the ongoing
3 unreasonable restraint of trade that Defendants have implemented through
4 DirecTV's exclusive arrangement to broadcast all Sunday afternoon out-of-market
5 games. Plaintiff also seeks to recover damages for the Class for unreasonably high
6 prices that DirecTV has charged for NFL Sunday Ticket as a result of this
7 unreasonable restraint of trade.
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12 10. This exclusive agreement between DirecTV and the NFL eliminates
13 competition by preventing other media providers from distributing Sunday
14 afternoon out-of-market NFL games. But for the agreement, other providers would
15 be willing to compete for consumers of these games, which would reduce
16 consumer costs and increase competition for viewership. Other providers have
17 attempted to obtain these rights but were told by the NFL that those attempts would
18 be rejected. Additionally, except for the agreement among NFL teams to sell a
19 single package of out-of-market games via the NFL and DirecTV, those individual
20 teams would have to compete against each other and that competition would
21 subsequently decrease the broadcast prices for these games.
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26 **JURISDICTION AND VENUE**
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1 including in this District, as Defendants intended.

2 16. Defendants distributed and sold the NFL Sunday Ticket package in an
3 uninterrupted and continuous flow of interstate commerce among the United States.
4 Defendants' anticompetitive scheme consequently inflicted a direct, substantial,
5 and reasonably foreseeable effect on interstate commerce.
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11 12 **PARTIES**

13 **Plaintiff**

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15 17. Plaintiff Mario Aliano is a resident of Illinois. During the Class period,
16 Plaintiff subscribed to NFL Sunday Ticket, which was distributed and sold by
17 Defendants.
18

19 **Defendants**

20
21 18. Defendant DirecTV Holdings, LLC is a Delaware Limited Liability
22 Company and has its principal place of business at 2230 East Imperial Highway, El
23 Segundo, California. It is the U.S. operating arm of DirecTV, Inc.
24

25 19. DirecTV, LLC is a California Limited Liability Company that has its
26 principal place of business at 2230 East Imperial Highway, El Segundo, California.
27

1 DirecTV, LLC issues bills to its subscribers.

2 20. Until 2015, the NFL was an unincorporated association of 32
3
4 American professional football teams in the United States. Each of the 32 NFL
5 member teams, headquartered in various cities around the country, is separately
6 owned and operated, acting in its own economic self-interest and competing in
7
8 most respects with one another.

9 21. In or about 2015, the NFL incorporated as the National Football
10 League, Inc., and has its headquarters at 345 Park Avenue, 7th Floor, New York,
11 New York. On information and belief, NFL Enterprises, LLC was organized to
12 hold the broadcast rights of the 32 NFL teams and license them to providers and
13 other broadcasters, including DirecTV. NFL Enterprises, LLC is also located at 345
14 Park Avenue, 7th Floor, New York, New York.

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18 22. Through the NFL, the 32 teams do cooperate in some respects,
19 including by setting game rules and a game schedule, dividing their member teams
20 into geographic territories and assigning each team a home television market for
21 broadcasting purposes. The teams have also agreed to allow the NFL to negotiate
22 on their behalf television contracts with national broadcasters, including for the
23 broadcast of each team's games outside its home market. These include the Sunday
24 Ticket package sold solely by DirecTV.
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CLASS ACTION ALLEGATIONS

23. Plaintiff brings this action pursuant to Rules 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure on behalf of a class of plaintiffs (the “Class”) consisting of:

All DirecTV individual (non-commercial) subscribers who purchased the NFL Sunday Ticket from DirecTV, or its subsidiaries, at any time beginning four years prior to the filing of this complaint and until the effects of the anticompetitive conduct described herein end.

24. The Class excludes Defendants, their present and former parents, subsidiaries, affiliates, and co-conspirators; and government entities.

25. Plaintiff is unsure of the exact number of persons comprising the Class, but given that DirecTV has sold its Sunday Ticket package to individuals across the nation during the relevant period, believes that the number of Class members is in the thousands. The exact number and their identities are known to DirecTV.

26. Due to the large Class size, joinder of all members is impracticable.

27. Plaintiff’s claim is typical of the claims of the Class in that Plaintiff subscribed to NFL Sunday Ticket with DirecTV. As alleged herein, all Class members were damaged by the identical wrongful conduct.

1 28. There are questions of law and fact common to the Class, including:

- 2 a. Whether Defendants have engaged in and are continuing to
- 3 engage in a contract, combination, or conspiracy among
- 4 themselves to fix, raise, or maintain prices of presentations of
- 5 live Sunday NFL out-of-market games by eliminating
- 6 competition among presenters of those games;
- 7 b. Whether Defendants have engaged in or are continuing to
- 8 engage in a contract, combination, or conspiracy among
- 9 themselves to fix, raise, or maintain prices of the NFL Sunday
- 10 Ticket package by preventing any competitor from offering a
- 11 competing package;
- 12 c. The identities of the participants in the conspiracy;
- 13 d. The duration of the conspiracy and the acts performed by
- 14 Defendants in furtherance of it;
- 15 e. Whether the alleged conspiracy violated Section 1 of the
- 16 Sherman Act, 15 U.S.C. § 1;
- 17 f. Whether the alleged conspiracy violated Section 2 of the
- 18 Sherman Act, 15 U.S.C. § 2;
- 19 g. Whether the conduct of Defendants caused injury to Plaintiff
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1 and other members of the Class; and

2 h. The appropriate Class-wide measure of damages.

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4 29. Plaintiff and the Class were, during the Class period, individual
5 subscribers to DirecTV who also purchased NFL Sunday Ticket. Their claims are
6 typical of the claims of the Class, and the named Plaintiff will fairly and
7 adequately protect the interests of that Class.
8

9 30. These common questions of law and fact predominate over any
10 questions affecting only individual Class members.
11

12 31. Plaintiff is represented by counsel who are competent and experienced
13 in the prosecution of class action litigation.
14

15 32. Injunctive relief is appropriate in that Defendants have acted on
16 grounds generally applicable to the Class as a whole.
17

18 33. A class action is superior to the other available means of fair and
19 efficient adjudication of the claims of Plaintiff and the members of the Class. The
20 injury suffered by each individual member of the Class is relatively small in
21 comparison to the burden and expense of individual prosecution of the complex
22 and extensive litigation necessitated by Defendants' misconduct. It would be
23 virtually impossible for individual members of the Class to redress effectively the
24 wrongs done to them. Even if members of the Class could afford such
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1 individualized litigation, the court system could not. Individual litigation would
2 pose a high risk of inconsistent and contradictory judgments. Further,
3 individualized litigation would increase the delay and expense to all parties, and to
4 the court system, due to the complex legal and factual issues presented by this
5 dispute. By contrast, the class action method presents far fewer management
6 difficulties, and provides the benefits of single adjudication, economies of scale,
7 and comprehensive supervision by a single court. This action presents no
8 difficulties in management that would preclude its maintenance as a class action.
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12 **FACTUAL ALLEGATIONS**

13 34. The relevant geographic market is the United States. The relevant
14 product market is NFL Sunday afternoon out-of-market games. As described above,
15 the national broadcast rights to select packages of games are negotiated by the NFL
16 with various networks. In addition to broadcasts of these games, the market
17 includes broadcast rights for out-of-market games, such as those carried in the NFL
18 Sunday Ticket package. Broadcasts of other sports or other content do not compete
19 with broadcasts of NFL games. Additionally, NFL games broadcast locally on
20 Sunday afternoons are not interchangeable with the multi-game offering provided
21 by Sunday Ticket specifically because the local games are different from the multi-
22 game offering provided by Sunday Ticket, which appeals to fans who are located
23 outside the geographical confines of their favorite teams' home markets.
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1 35. DirecTV distinguishes between residential and commercial
2 subscribers. Individual residential subscribers and commercial businesses are
3 treated as distinct markets.
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5 36. Although there is some substitution that might occur between in-
6 market broadcasts (broadcasts of games that include the local NFL team) and out-
7 of-market broadcasts, the availability of the in-market games does not compete
8 away a monopolist's ability to raise the price of out-of-market games above
9 competitive levels.
10

11 37. New entries that would dilute the market power over NFL video
12 broadcasts created by the collusive agreements described herein are extremely
13 unlikely.
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15 38. New entries would require the creation of a new professional league
16 playing American football. Such an undertaking would be enormously expensive,
17 and very unlikely to succeed. Even if a new entrant did appear, and even if it were
18 sufficiently successful to sustain itself, it is unlikely that the resulting video
19 product would compete sufficiently with the NFL's broadcasts to dissipate the
20 NFL's monopoly power.
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22 39. NFL teams are well established and popular, with 32 regionally
23 diverse teams in or near almost every major population center in the United States.
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1 There are NFL teams within 18 of the 25 most populous metropolitan areas,
2 dramatically limiting the locations and audiences available to new teams or leagues.
3
4 During the NFL's history, not one of the few attempted entries has been successful
5 at competing for NFL football broadcast audiences. It is virtually impossible that a
6 new league will form to compete away the NFL's monopoly power.
7

8 40. That monopoly power will only be diluted if the underlying collusive
9 agreement that created the monopoly power is broken up through antitrust
10 authority, or if the exclusive arrangement that propagates that monopoly power is
11 replaced by non-exclusive licenses.
12

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14 41. As noted above, the NFL's 32 member teams have given the league
15 authority to negotiate pooled rights television deals on their behalf, in exchange for
16 an equal share of the resulting revenues. The broadcast agreements with various
17 networks were the result. In addition, the NFL Network, a cable and satellite
18 network owned by the NFL, nationally broadcasts approximately eight regular
19 season games.
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22 42. Pursuant to their respective agreements with the NFL, these entities
23 televise between ten and fifteen weekly Sunday afternoon games. For the first 16
24 weeks of the 17 week NFL season, on an alternating basis, one network is
25 designated to broadcast "doubleheader" games in both time slots and the other is
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1 designated to air a single game in one of the time slots. Both networks are
2 permitted to show doubleheaders the last week of the season. Subject to certain
3 restrictions for games that do not sell out, the broadcasters' local affiliate generally
4 must broadcast any Sunday afternoon game being played by a team whose market
5 falls within the local affiliate's coverage area.
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8 43. As a result of this arrangement, during most weeks of the season only
9 three of the Sunday afternoon games are broadcast by providers and the specific
10 games available to any given viewer depend on whether the viewer is located
11 within a team's home market and whether that team is playing on Sunday
12 afternoon.
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15 44. Since 1994, pursuant to an exclusive agreement with the NFL,
16 DirecTV began to offer its subscribers access to Sunday afternoon games that are
17 not otherwise available in their market via national broadcasts. These subscribers
18 could purchase NFL Sunday Ticket, a premium subscription-based package that
19 provides access to all Sunday afternoon games broadcast on networks, or their
20 predecessors.
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23 45. Through its exclusive agreement with the NFL, DirecTV takes the live
24 game telecast feeds produced by the networks and redistributes them without
25 alteration to NFL Sunday Ticket subscribers via DirecTV channels. NFL Sunday
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1 Ticket subscribers can access all network games, except for the in-market games
2 broadcast by the local affiliates.
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4 46. Defendants have colluded to sell the out-of-market NFL Sunday
5 afternoon games solely through DirecTV. This arrangement eliminates competition
6 in the distribution of out-of-market Sunday afternoon games. It requires anyone
7 wishing to view these games to subscribe to DirecTV and purchase the NFL
8 Sunday Ticket package at the unreasonably high price charged by DirecTV.
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12 47. DirecTV's exclusive agreement with the NFL results in NFL Sunday
13 Ticket subscribers, including the Plaintiff, paying a higher price for NFL Sunday
14 Ticket than they would otherwise pay if the agreements were competitively
15 negotiated.
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18 48. The agreement between the NFL and DirecTV granting DirecTV the
19 exclusive right to distribute Sunday afternoon out-of-market games is unnecessary
20 to ensure telecast of such NFL games. Broadcasters are contractually obligated to
21 produce these games and provide the broadcast of them in local markets.
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24 49. The exclusive deal between DirecTV and the NFL for the broadcast
25 rights of NFL Sunday Ticket is necessary to preserve the exercise of market power
26 created by the teams' anticompetitive arrangement to monopolize the sales of
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1 broadcast rights. Without this exclusive deal, some of the monopoly power created
2 by the collusion among NFL teams would be diluted by competition between
3 DirecTV and one or more distributors of broadcasts to the public.
4

5 50. There is no evidence to show that the agreement was created to ensure
6 a quality broadcast of the games offered on Sunday Ticket or to allow the NFL
7 sufficient oversight of games offered or any other reasonable objective. Rather it
8 seems that the agreement was created to artificially raise the price of the Sunday
9 Ticket package.
10
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12 51. The out-of-market Sunday afternoon games constitute a distinct
13 product market and are not interchangeable with the telecasts of local NFL games.
14 In contrast to the NFL's exclusive deal with DirecTV, the NBA, the NHL, and
15 MLB offer their live out-of-market games through both DirecTV and other cable
16 sports networks. These other networks would compete for viewers of Sunday
17 afternoon out-of-market NFL games, resulting in lower prices as teams and
18 providers competed for viewers. Defendants could achieve any legitimate pro-
19 competitive goals without an exclusive agreement.
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23 52. Defendants and their co-conspirators' exclusive agreement has a clear
24 negative impact on competition. There is no evidence that this agreement was
25 created to ensure the quality of Sunday Ticket or to allow the NFL sufficient
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oversight, or any other reasonable objective. Instead, DirecTV and the NFL entered into this agreement with the intent of maintaining a monopoly price for Sunday Ticket. Additionally, because all the NFL teams have colluded to offer the package, they have also prevented individual competition by teams selling their own games to broadcasters.

53. There are several more competitive alternatives which would achieve any legitimate goals. These include letting teams contract individually with DirecTV and allowing other distributors to purchase and distribute the NFL Sunday Ticket package.

54. Plaintiff seeks to restore competition by ending the anti-competitive agreement by Defendants that eliminate competition in the distribution of the live out-of-market NFL games, while monopolizing or attempting to monopolize the broadcast market for out-of-market Sunday afternoon NFL games.

55. Plaintiff and the Class have suffered antitrust injury. Plaintiff and the Class were, and continue to be, harmed by Defendants' anti-competitive agreement. Plaintiff and the Class are individual subscribers of NFL Sunday Ticket, and the restrictions enforced by the exclusive agreement between DirecTV and the NFL forces Plaintiff and the Class to pay a higher unreasonable price for the package than they otherwise would have paid if the agreement was competitively negotiated.

1 56. The agreements described above have restrained competition between
2 and among the distributors of NFL games, including competition in the
3 commercial exploitation of televised presentations of live games. Without this
4 particular agreement between DirecTV and the NFL, there would be much greater
5 competition for the distribution of NFL games than the limited competition
6 currently available.
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9 57. The agreements described above have adversely affected and
10 substantially hindered competition. As a result, prices are higher than they
11 otherwise would be in the absence of these agreements.
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14 58. There are no legitimate competitive reasons for this exclusive
15 agreement and other restraints which would justify the anti-competitive harm they
16 create.
17

18 **COUNT ONE**
19 **Violation of Section 1 of the Sherman Act**
20 **(*Per Se* Violation)**

21 59. Plaintiff, on behalf of himself and the Class, incorporates and
22 realleges paragraphs 1-58 of the Complaint.

23 60. Beginning at an unknown time and continuing through the present,
24 Defendants, including the 32 teams of the NFL, entered into a continuing
25 agreement, combination, or conspiracy in restraint of trade with the purpose, intent,
26 and effect of limiting competition in the live game distribution market with the
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1 purpose, intent, and effect of restraining trade and commerce in the distribution of
2 live NFL games, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).
3

4 61. The contract, combination or conspiracy alleged herein, including
5 agreements between the 32 NFL teams, aims to limit competition between and
6 among the teams, who would otherwise be competitors in the distribution of live
7 games. Application of the per se rule is justified due to the facts and circumstances
8 stated herein.
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12 62. This contract, combination or conspiracy has restrained competition
13 between and among DirecTV and potential competitors in violation of Section 1 of
14 the Sherman Act. It has led to a decrease in competition, including increased
15 pricing and reduced options and has otherwise caused injury to consumers and
16 competition in those relevant markets.
17

18
19 63. The Defendants' contract, combination, agreement, or understanding
20 occurred in or affected interstate commerce. The Defendants' unlawful conduct
21 was through mutual agreements, contracts, or understandings by, between and
22 among the Defendants.
23

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25 64. Defendants' unlawful conduct has hindered competition and directly
26 and proximately caused antitrust injury, in the form of higher prices and reduced
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options as outlined above. Plaintiff and other individual subscribers will continue to suffer antitrust injury and other damages unless Defendants are enjoined from continuing to engage in the above-mentioned violations of law.

COUNT TWO
Violation of Section 1 of the Sherman Act
(Rule of Reason)

65. Plaintiff, on behalf of himself and the Class, incorporates and realleges paragraphs 1-58 of the Complaint.

66. Beginning at an unknown time and continuing through the present, Defendants, including the 32 teams of the NFL, entered into a continuing agreement, combination, or conspiracy in restraint of trade with the purpose, intent, and effect of limiting competition in the live game distribution market with the purpose, intent, and effect of restraining trade and commerce in the distribution of live NFL games, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

67. This agreement, combination, or conspiracy has resulted in an agreement or understanding between and among Defendants that Sunday Ticket will be exclusively provided by DirecTV. This agreement forbids any other competitor from offering Sunday Ticket package.

68. This agreement, combination or conspiracy has restrained competition between and among DirecTV and potential competitors in violation of Section 1 of the Sherman Act. It has led to a decrease in competition, including increased

1 pricing and reduced options and has otherwise caused injury to consumers and
2 competition in those relevant markets.
3

4 69. The relevant geographic market is the United States. The relevant
5 product market is the market for distribution of NFL games through the Sunday
6 Ticket package to individual subscribers. The Defendants recognize this product
7 market and direct advertising and marketing resources towards this market and to
8 individual subscribers specifically.
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12 70. The NFL, and its 32 member teams, has monopoly power in regards
13 to the creation, licensing and distribution of NFL games. DirecTV has significant
14 power in the broadcast provider market and specifically in the market for
15 individual subscribers. DirecTV's exclusive agreement with the NFL for the
16 distribution of Sunday Ticket enhances DirecTV's market power and provides it
17 with a monopoly in the market for the distribution of Sunday NFL games via the
18 NFL Sunday Ticket package.
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22 71. The Defendants' agreement occurred in or affected interstate
23 commerce. Defendants' unlawful conduct was through mutual understandings,
24 agreements, or concerted efforts by, between, and among Defendants.
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26 72. Defendants' unlawful conduct has restricted competition and directly
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1 and proximately caused antitrust injury in the form of higher pricing and reduced
2 options, as stated above. Plaintiff and other individual subscribers will continue to
3 suffer antitrust injury and other damages unless Defendants are enjoined from
4 continuing to engage in the above-mentioned violations of law.
5

6
7 **COUNT THREE**
8 **Violation of Section 2 of the Sherman Act**

9 73. Plaintiff, on behalf of himself and the Class, incorporates and
10 realleges paragraphs 1-58 of the Complaint.

11 ///

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13 74. Defendants, through the above-mentioned unlawful conduct, possess a
14 monopoly over the creation and distribution of NFL football broadcasts.
15 Defendants have used that power to unreasonably exclude and/or limit competition,
16 in violation of Section 2 of the Sherman Act (15 U.S.C. § 2), by limiting the
17 distribution of Sunday Ticket to only DirecTV. These actions are beyond what
18 would be considered reasonable activities and are an abuse of Defendants' power
19 in the market.
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22 75. The relevant geographic market is the United States. The relevant
23 product market is the market for distribution of NFL games through the Sunday
24 Ticket package to individual subscribers. The Defendants recognize this product
25 market and direct advertising and marketing resources towards this market and to
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1 individual subscribers specifically.

2 76. Through the misconduct alleged herein, DirecTV has knowingly
3 acquired and maintained monopoly power and, unless reined in by the Court, will
4 continue to willfully maintain that power in the market through unreasonable and
5 anti-competitive conduct. The NFL, and its 32 member teams, have acted with
6 intent to allow DirecTV to unlawfully acquire and maintain that monopoly power
7 in the market. Defendants' misconduct has allowed DirecTV to obtain said power
8 in violation of Section 2 of the Sherman Act.

9 77. Defendants' unlawful conduct has restricted competition and directly
10 and proximately caused antitrust injury in the form of higher pricing and reduced
11 options, as stated above. Plaintiff and other individual subscribers will continue to
12 suffer antitrust injury and other damages unless Defendants are enjoined from
13 continuing to engage in the above-mentioned violations of law.

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19 **DEMAND FOR JURY TRIAL**

20 Pursuant to Federal Rule of Civil Procedure 38(b), the Plaintiff demands a
21 trial by jury of all claims asserted in this Complaint so triable.

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23 **PRAYER FOR RELIEF**

24 WHEREFORE, and for the foregoing reasons, Plaintiff prays this Court
25 enter judgment on his behalf and on behalf of the Class herein, adjudging and
26 decreeing that:
27

- 1 a. This action may proceed as a class action pursuant to Fed. R.
2 Civ. Pro. Rules 23(b)(2) and (b)(3), with Plaintiff designated as
3 the Class representative, as described above, and his counsel
4 designated as Class Counsel;
5
6 b. That the contract, combination, or conspiracy, and the acts
7 committed in relation thereof by Defendants be adjudged to
8 have violated Section 1 of the Sherman Act (15 U.S.C. § 1);
9
10 c. That Defendants' actions to unlawfully attain and maintain
11 monopoly power be adjudged to have violated Section 2 of the
12 Sherman Act (15 U.S.C. § 2);
13
14 d. That judgment be entered for Plaintiff and the Class members
15 on claim for damages, pursuant to Sections 4 and 16 of the
16 Clayton Act (15 U.S.C. §§ 15 and 26);
17
18 e. That Plaintiff and members of the Class recover pre-judgment
19 and post-judgment interest as permitted by law;
20
21 f. That Defendants, their subsidiaries, affiliates, successors,
22 transferees, assignees and the respective officers, directors,
23 partners, agents and employees thereof, and all other persons
24 acting or claiming to act on their behalf be permanently
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1 enjoined from maintaining the competition, conspiracy, or
2 agreement described herein;
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4 That Plaintiff and members of the Class recover their costs of the suit,
5 including attorneys' fees and expert fees, as provided by law; and
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7 g. Such other and further relief as this Court deems just and proper
8 under the circumstances.
9

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11 Dated: July 20, 2015

JARVIS KRIEGER & SULLIVAN, LLP

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13
14 By: s/ Adam M. Tamburell
Adam M. Tamburelli (SBN 301902)
15

16 Attorneys for: Plaintiff MARIO
17 ALIANO, individually, and on behalf
of all others similarly situated.
18

19 ZIMMERMAN LAW OFFICES, P.C.
20

21 By: s/Thomas A. Zimmerman, Jr.
22 Thomas A. Zimmerman, Jr.
23 (*pro hac vice anticipated*)
24 Matthew C. De Re
25 (*pro hac vice anticipated*)

26 Attorneys for: Plaintiff MARIO
27 ALIANO, individually, and on behalf
of all others similarly situated.
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